

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM486494

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Skillssoft Corporation		06/23/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Skillssoft Ireland Limited		
Street Address:	Block 7 Belfield Office Park		
City:	Clonskeagh Dublin		
State/Country:	IRELAND		
Postal Code:	4		
Entity Type:	Private Limited Company: IRELAND		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	87160436	PERCIPIO	
Serial Number:	87160442	PERCIPIO	
Serial Number:	87160449	PERCIPIO	
CORRESPONDENCE DATA			
Fax Number:	6502515002		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	6502515106		
Email:	jmull@stblaw.com		
Correspondent Name:	Amber Harezlak		
Address Line 1:	2475 Hanover Street		
Address Line 4:	Palo Alto, CALIFORNIA 94304		
ATTORNEY DOCKET NUMBER:	002011/0010		
NAME OF SUBMITTER:	J. Jason Mull		
SIGNATURE:	/J. Jason Mull/		
DATE SIGNED:	08/17/2018		
Total Attachments: 3			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "*Assignment*") is entered into as of June 23, 2017 (the "*Effective Date*"), by and between Skillsoft Corporation, a Delaware corporation ("*Assignor*") and Skillsoft Ireland Limited, a private company limited by shares that is incorporated in Ireland ("*Assignee*," and together with Assignor, the "*Parties*").

WHEREAS, as between the Parties, Assignor is and has been the sole and exclusive owner of all worldwide right, title and interest in, to and under the trademark and service mark PERCIPIO, including those trademark applications set forth on Schedule A attached hereto, together with all the goodwill of the business associated therewith and all common law rights related thereto (collectively, the "*Mark*");

WHEREAS, Assignor, an affiliate of and reseller of content owned by Assignee, has applied to register on Assignee's behalf certain trademarks and service marks comprising or containing the term PERCIPIO in certain trademark agencies, and the Parties intend for Assignee, as worldwide owner of the Mark, to be the registrant of record thereof in all trademark agencies worldwide;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by both Parties, the Parties agree as follows:

1. Assignor hereby conveys, assigns and transfers to Assignee its entire worldwide right, title and interest in and to the Mark (excluding any "intent-to-use" trademark application filed with the United States Patent and Trademark Office prior to the filing of a "Statement of Use" or an "Amendment to Allege Use" with respect thereto), including (i) the right to file to register, register, maintain and/or renew any current or future registrations or applications containing or comprising PERCIPIO, (ii) the right to bring an action at law or in equity for any infringement, dilution or unauthorized use of the Mark prior to the Effective Date and retain all damages, proceeds and recoveries therefrom, and (iii) all other current or future worldwide rights relating to the foregoing, in each case, for Assignee's own use and enjoyment, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been executed.

2. The Parties hereby request that the European Union Intellectual Property Office, the Irish Patents Office, the Intellectual Property Office of the United Kingdom, the Canadian Intellectual Property Office, IP Australia and any other applicable government registries or agencies record Assignee as the assignee, applicant and/or and owner of the Mark.

3. Assignee acknowledges that the above assignment is made on an "as is" and "where is" basis. Assignor disclaims all representations, warranties and indemnities, whether express or implied, with respect to the Mark and their ownership or use prior to the Effective Date, including any of the foregoing with respect to ownership, title, absence of liens, non-infringement of third party rights, value, suitability, merchantability or fitness for use.

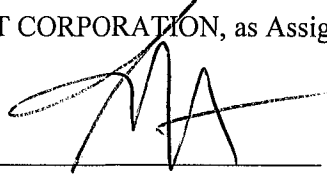
4. Upon a Party's request, the other Party will take all actions and execute all further documents that are necessary or desirable to accomplish the intents and purposes of this Assignment.

5. This Assignment shall be governed by and construed in accordance with the laws of the State of New York.

[signature page follows]

IN WITNESS WHEREOF, the Parties have caused the Assignment to be executed by their duly authorized representatives as of the Effective Date.

SKILLSOFT CORPORATION, as Assignor

By:  _____

Name: Greg Porto

Title: Chief People Officer and Assistant Secretary

SKILLSOFT IRELAND LIMITED, as Assignee

By:  _____

Name: Michael Pellegrino

Title: Director

SCHEDULE A**TRADEMARK REGISTRATIONS AND APPLICATIONS**

Owner	Jurisdiction	Mark	App. No.	Reg. No.
Skillsoft Corporation	United States	PERCIPIO	87/160,436	
Skillsoft Corporation	United States	PERCIPIO	87/160,442	
Skillsoft Corporation	United States	PERCIPIO	87/160,449	
Skillsoft Corporation	Canada	PERCIPIO	1,798,861	
Skillsoft Corporation	United Kingdom	PERCIPIO	3184553	
Skillsoft Corporation	United Kingdom	PERCIPIO BY SKILLSOFT	3184555	
Skillsoft Corporation	European Union	PERCIPIO	15806664	015806664
Skillsoft Corporation	European Union	PERCIPIO BY SKILLSOFT	15806714	015806714
Skillsoft Corporation	Ireland	PERCIPIO	2016/01968	
Skillsoft Corporation	Ireland	PERCIPIO BY SKILLSOFT	2016/01969	
Skillsoft Corporation	Australia	PERCIPIO	1796403	1796403